



DEAN D. EFSTATHIOU, Acting Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

July 15, 2008

IN REPLY PLEASE
REFER TO FILE: **AS-0**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: AWARD OF CONTRACT FOR
REGIONAL USED MOTOR OIL AND FILTER RECYCLING COLLECTION
AND PUBLIC EDUCATION PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This action is to award a contract for the Regional Used Motor Oil and Filter Recycling Collection and Public Education Program in the County of Los Angeles.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the recommended action is exempt from the provisions of the California Environmental Quality Act.
2. Award the contract for Regional Used Motor Oil and Filter Recycling Collection and Public Education Program in a sum not to exceed \$1,000,000 for a two-year contract term to Saeshe Advertising, Inc., located in Los Angeles, California. This contract will commence upon your Board's approval and includes three 1-year renewal options in an amount not to exceed \$500,000 for a total contract period not to exceed five years.
3. Authorize the Acting Director of Public Works or his designee to annually increase the contract amount up to an additional 25 percent of the contract sum for unforeseen, additional work within the scope of the contract, if required, and funding is available.

4. Authorize the Acting Director of Public Works or his designee to execute the contract; to renew the contract for each additional renewal option if, in the opinion of the Acting Director of Public Works, Saeshe Advertising, Inc., successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Acting Director of Public Works, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to educate residents of the County of Los Angeles regarding the correct way to dispose of used motor oil and filters and encourage residents to take their used motor oil and filters to collection centers and/or collection events. The Department of Public Works (Public Works) has contracted for this service since 1999.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1), Organizational Effectiveness (Goal 3), Children and Families' Well-Being (Goal 5), and Community Services (Goal 6). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The contract sum is \$1,000,000 for the initial two-year contract term plus 25 percent of that sum for unforeseen, additional work within the scope of the contract, and \$500,000 for each option year plus 25 percent of that sum for additional work within the scope of the contract.

Funding for this service is included in the Fiscal Year 2008-09 Solid Waste Management Fund Budget. Funds to finance the contract's option years, including any 25 percent increases for contingencies, will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract will be in the form previously reviewed and approved by County Counsel (Attachment A). The recommended contract, with Saeshe Advertising, Inc., was solicited on an open-competitive basis and is in accordance with applicable Federal,

State, and County requirements. The contractor is in compliance with the Chief Executive Officer's and your Board's requirements.

The contract contains terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

The recommended contractor is Saeshe Advertising, Inc. This contract will commence upon your Board's approval for a two-year period. With your Board's delegated authority, the Acting Director of Public Works or his designee may renew the contract for three 1-year renewal options, not to exceed a total contract period of five years.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for this contracted service was submitted on October 23, 2007, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from the provisions of the California Environmental Quality Act (CEQA). This service is within a class of projects that was determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15308 of CEQA.

CONTRACTING PROCESS

On October 17, 2007, Public Works solicited proposals from 544 independent contractors and community business enterprises to accomplish this work. Also, the RFP was placed on the County's bid website (Attachment B), and an advertisement was placed in the *Los Angeles Times*.

On December 6, 2007, Public Works received five proposals. One proposer withdrew its proposal. The other proposals were first reviewed to ensure they met the minimum requirements in the RFP. All proposals having met these requirements were then evaluated by an evaluation committee comprised of Public Works and the City of Palmdale representatives. The committee's evaluation was based on criteria described in the RFP, which included experience, work and staffing plans, references, financial resources, and letters of commitment. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, and responsible proposer, Saeshe Advertising, Inc.

Public Works evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed and intermittent basis, hence, this contract is not a Proposition A contract (Los Angeles County Code Chapter 2.221).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as this service is presently contracted with the private sector.

The Honorable Board of Supervisors
July 15, 2008
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CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works,
Administrative Services Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Dean D. Efsthaliou", written in a cursive style.

DEAN D. EFSTATHIOU
Acting Director of Public Works

DDE:cg

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Attachments (2)

c: Chief Executive Office
County Counsel

SAMPLE AGREEMENT FOR
REGIONAL USED MOTOR OIL AND FILTER RECYCLING COLLECTION AND
PUBLIC EDUCATION PROGRAM (2007-AN064)

THIS AGREEMENT, made and entered into this ____ day of _____, 2008, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and [NAME OF CONTRACTOR], a [Form of Entity], (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on _____, 2007, hereby agrees to provide services as described in the attached specifications for Regional Used Motor Oil and Filter Recycling Collection and Public Education Program (2007-AN064), including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Recycled Content Certification Form; Exhibit F, Used Oil Block Grant – FY 2005-2006 (11th) Cycle; Exhibit G, Used Oil Block Grant – 2006-2007 (12th) Cycle; Exhibit H, KFWB News 980 Specifications; Exhibit I, KXOL Latino 96.3 Specifications; Kragen Auto Parts Stores – County of Los Angeles Oil Filter Collection Chart; Exhibit K, Certified Site Visit Checklist; Exhibit L, Certified Center Site Visits FY 2006-07; Exhibit M, Personnel Expenditure Summary; and the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$500,000 per year (Maximum Annual Contract Sum), or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of two years commencing upon Board approval. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

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FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit rates quoted in Form PW-2, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: Should the CONTRACTOR perform any task for a lower cost than originally agreed, or should any tasks be curtailed, resulting in a surplus in the funds allocated for the work, the Director may direct the application of any surplus to increase the quality and/or quantity of any services or deliverable items provided for in the scope of work by executing a written change order.

TWELFTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through L, inclusive, the COUNTY'S provisions shall control and be binding.

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Award information has not been added at this time.

Bid Information

Bid Number : PW-ASD 698

Bid Title : Regional Used Motor Oil and Filter Recycling Collection and Public Education Program (2007-AN064)

Bid Type : Service

Department : Public Works

Commodity : ADVERTISING/PUBLIC RELATIONS

Open Date : 10/17/2007

Closing Date : 11/6/2007 8:00 AM

Notice of Intent to Award : [View Detail](#)

Bid Amount : \$ 500,000

Bid Download : Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Regional Used Motor Oil and Filter Recycling Collection and Public Education Program (2007-AN064). The total annual contract amount of this service is \$500,000. If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/RegionalUsedOil.pdf> or from Ms. Jeanette Arismendez (626) 458 4050, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to:

Proposer must have at least five years of experience in planning and implementing public education and outreach/event programs;

Proposer and on-site supervisor or key personnel must have successfully planned and implemented at least two public education and outreach programs including, but not limited to, event planning, coordination and implementation, knowledge in media, and advertising and promotional materials developed within the last five years for a government agency or a private organization similar in size to Public Works; and

Proposer's staff or subcontractor(s) must have at least two years experience fluently speaking, reading, writing, and translating (verbal and written) in Spanish and Chinese.

A Proposers' Conference will be held on Tuesday, November 6, 2007, at 8 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Wednesday, November 21, 2007, at 5:30 p.m. Please direct your questions to Ms. Arismendez at the number above.

Contact Name : Jeanette Arismendez

Contact Phone# : (626) 458-4050

Contact Email : jarismen@dpw.lacounty.gov

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